# **DP \$115.00 18379**

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name Formerly		Execution Date	Entity Type	
Kiko Comfortable Clothing, LLC		109/11/2008	LIMITED LIABILITY COMPANY: NEW YORK	

#### **RECEIVING PARTY DATA**

Name:	Kiko, S.r.l.
Street Address:	Via Paglia 1/D
City:	Bergamo
State/Country:	ITALY
Postal Code:	24122
Entity Type:	COMPANY: ITALY

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1837925	KIKO
Registration Number:	1991440	KIKO COMFORTABLE CLOTHING
Registration Number:	3356878	KIKO BAY
Serial Number:	78641087	KIKO

#### **CORRESPONDENCE DATA**

Fax Number: (215)981-4750

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (215) 981-4547

Email: leonardm@pepperlaw.com
Correspondent Name: Michael J. Leonard, Esquire
Address Line 1: Eighteenth & Arch Streets
Address Line 2: 3000 Two Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER: 134078.2

TRADEMARK REEL: 003866 FRAME: 0164

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DOMESTIC REPRESENTATIVE		
Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:		
NAME OF SUBMITTER:	Michael J. Leonard	
Signature:	/michael leonard/	
Date:	10/07/2008	
Total Attachments: 4 source=Trademark Assignment_KCC and Kiko SRL#page1.tif source=Trademark Assignment_KCC and Kiko SRL#page2.tif source=Trademark Assignment_KCC and Kiko SRL#page3.tif source=Trademark Assignment_KCC and Kiko SRL#page4.tif		

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# **Assignment of Trademarks**

WHEREAS, KIKO COMFORTABLE CLOTHING, LLC, a New York limited liability company, having its principal office at 7495 West Second Court Street, Hialeah, Florida 33014 ("Seller") is the owner of the trademarks set forth in the attached Schedule (the "Trademarks")

WHEREAS, KIKO S.R.L., an Italian company having its principal office at 1/D Via Paglia 24122, Bergamo, Italy ("Purchaser"), is desirous of acquiring said Trademarks and the good will of the business symbolized or otherwise associated therewith.

NOW, THEREFORE, in consideration of the sum of \$10.00 (ten dollars) and other good and valuable considerations, the receipt of which is hereby acknowledged, Assignor hereby agrees to the following:

- 1. <u>Assignment</u>. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized therein.
- 2. <u>Title</u>. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.
- 3. <u>Right to Sue for Past Infringement</u>. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.
- 4. <u>Cooperation</u>. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.
- 5. <u>Binding Effect</u>. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

Signed at Hialeah, Florida, this [[ day of September, 2008.

KIKO SRI Via Paglia, 1/D Fel, 655/250111 24122 BERGAMO PJVA02817030162 C.F. 12132110151 KIKO COMFORTABLE CLOTHING, LLC

By:\_

Name: Mr. Henry Nasser

Its: Chief Executive Officer

KIKO SRI Via Paglia, 1/D Tel. V35/280111 24122 BERGAMO P.IVA 02817030162 C.F. 12/32110151

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State of Florida		
County of Dado) ss.:		

On this \( \) day of September 2008, personally appeared Henry Nasser to me known and known to me to be CEO. \_of KIKO COMFORTABLE CLOTHING, LLC, the assignor above-named, and acknowledged that he executed the foregoing Assignment on behalf of said assignor and pursuant to authority duly received.

Notary Public

FRIEDA J. NEGRON Notary Public - State of Florida Ny Commission Expires Sep 13, 2010

KIKO SRI Via Paglia, 1/02 Fel 635/280111 24122 BERGANO PIVA 02817030162 C.F. 12132110161

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# **SCHEDULE**

<u>Trademark</u>	<u>Jurisdiction</u>	Application Serial/ Registration No.	Date of Registration	<u>Status</u>	Class
KIKO	United States	1,837,925	May 31, 1994	Registered	25
KIKO COMFORTABLE CLOTHING	United States	1,991,440	May 14, 1996	Registered	25
KIKO BAY	United States	3,356,878	December 18, 2007	Registered	25
KIKO	United States	78/641,087	Not applicable	Pending	. 3
кіко	CTM	1479179	June 5, 2003	Registered	25

KIKO STL Via Pagua 1/D Tel. 035/280111 24122/BERGAMO P.IVA 02817030162 G.F. 12132110151



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**RECORDED: 10/07/2008**